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Status Conference
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Attorneys for Plaintiff Rancho Ready Mix, Inc.

**MUNICIPAL COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RANCHO READY MIX, INC., a corporation,

Case No.: Ric 852255

Plaintiffs,

COMPLAINT FOR BREACH OF CONTRACT, COMMON COUNTS AND FORECLOSURE OF MECHANIC'S LIEN

vs.

TASECO CORPORATION, a corporation; JOHANNA V. BEIZER, an individual; CHURCH OF SCIENTOLOGY INTERNATIONAL, a corporation doing business as GOLDEN ERA PRODUCTIONS; and DOES 1 through 100, inclusive,

Defendants.

Plaintiff Rancho Ready Mix, Inc., alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Rancho Ready Mix, Inc. ("RANCHO") is, and at all times mentioned herein was, a California corporation duly organized and existing under the laws of the State of California, with its principal place of business in the City of Colton, County of San Bernardino, State of California.

2. RANCHO is informed and believes and thereon alleges that defendant Church of Scientology International, doing business as Golden Era Productions, ("CHURCH") is the owner of certain real property located in the City of Gilman Hot Springs, County of Riverside, and known as 19625 Gilman Springs Road,

3. RANCHO is informed and believes and thereon alleges that defendant Taseco Corporation ("TASECO") is, and at all times mentioned herein was, a California corporation duly organized and existing under the laws of the State of California, with its principal place of business in the City of Redlands, County of San Bernardino, State of California. RANCHO is further informed and believes and thereon alleges that defendant TASECO is a contractor and has functioned as the same in connection with the transactions and occurrences alleged herein.

4. RANCHO is informed and believes and thereon alleges that defendant Johanna V. Beizer ("BEIZER") is, and at all times mentioned herein was, a resident of San Bernardino County, State of California.

5. RANCHO is ignorant of the true names and capacities of defendants sued herein as Does 1 through 100, inclusive, and therefore sues these defendants by such fictitious names. RANCHO will amend this complaint to allege their true names and capacities when the same have been ascertained with specificity. RANCHO is informed and believes and thereon alleges that each of these fictitiously-named defendants either (a) claims some right, title, estate, lien or interest in the property adverse to RANCHO's title; (b) is responsible in some manner for the acts and/or omissions herein described; and/or (c) proximately caused the injuries and damages to RANCHO as herein alleged.

6. RANCHO is informed and believes and thereon alleges that defendants, and each of them, are, and at all times mentioned herein were, the agents, servants, representatives and/or employees of each of the other defendants and, in doing the things herein alleged, were acting within the course and scope of their authority as such agents, servants, representatives, and/or employees, and were acting with the knowledge, permission, consent, and/or authorization of each of the other defendants.

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related materials to be used or consumed in and which were actually used or
consumed in the work of improvement.

13. RANCHO has performed all conditions, covenants, and promises under the contract, on its part to be performed, except to the extent the performance of such conditions, covenants and promises were excused by TASECO's prior material breach of the contract.

14. After RANCHO delivered in excess of \$73,000.00 worth of materials, TASECO failed and refused to pay for the materials.

15. The whole of the PROPERTY on which the work of improvement is situated is required for the convenient use and occupation of the work of improvement.

16. Although demand therefor has been made since all necessary materials were furnished, the sum of \$42,207.17 is still due and owing thereon to RANCHO.

SECOND CAUSE OF ACTION

(Foreclosure of Mechanic's Lien)

(Against Church of Scientology International, dba Golden Era Productions)

17. RANCHO incorporates paragraphs 1 through 6 of its General Allegations and paragraphs 8 through 16 of its First Cause of Action, as if the same were fully set forth herein.

18. RANCHO duly gave defendants a written preliminary notice as prescribed by and in accordance with the requirements of Section 3097 of the Civil Code of the State of California.

19. After RANCHO finished its contract, on or about September 22, 2000, RANCHO duly filed and recorded on September 22, 2000 as Instrument No. 2000-372579 of the Official Records of Riverside County, California, its Mechanics' Lien ("Claim of Lien") duly verified by the oath of William T. Summers, the President of RANCHO, a full and correct copy of which is attached

1 hereto as Exhibit "D" and made a part hereof. This Claim of Lien was recorded
2 within the time specified in Civil Code section 3086.

3 20. In this Claim of Lien, RANCHO claimed a mechanics' lien on the
4 work of improvement and the PROPERTY in an amount in excess of \$73,000.00
5 which price is the reasonable value of the materials RANCHO has furnished, for
6 which payment has not been made.

7 21. Defendants, and each of them, have or claim to have some right, title,
8 or interest in the PROPERTY, the exact nature of which claims are unknown to
9 RANCHO, but which claims are subject and subordinate to the claim of lien of
10 RANCHO.

11 THIRD CAUSE OF ACTION

12 (Quantum Meruit - Reasonable Value of Work,
13 Labor, Material and Services)

14 (Against Taseco Corporation and Johanna V. Beizer)

15 22. RANCHO incorporates paragraphs 1 through 6 of its General
16 Allegations as if the same were fully set forth herein.

17 23. Within the last two (2) years, defendants, and each of them, became
18 indebted to RANCHO in the agreed upon sum in excess of \$73,000.00 for materials
19 provided by RANCHO to or at the special request of TASECO.

20 24. RANCHO has repeatedly demanded payment from TASECO.

21 25. There is now owing the sum of \$42,207.17, with interest on that
22 amount at the maximum legal rate permitted by law.

23 WHEREFORE, RANCHO prays judgment as follows:

24 ON THE FIRST CAUSE OF ACTION:

25 1. For the sum of \$42,207.17, with interest thereon at the rate of ten
26 percent (10%) per annum;

27 2. For costs of suit herein incurred including reasonable attorneys fees;

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ON THE SECOND CAUSE OF ACTION:

3. Adjudging that the rights, claims, ownership, liens, titles, and demands of defendants, and each of them, in the PROPERTY are subsequent to and subject to the lien of RANCHO;

4. Adjudging that the mechanics' lien claimed in the Claim of Lien, referred to above as Exhibit "D" be foreclosed, and that the usual judgment be made for the sale of the PROPERTY according to law by a commissioner to be appointed by the court; that the proceeds of the sale be applied in payment of the amounts claimed including interest at the legal rate according to proof at trial; that each of the defendants and all persons claiming under any of them, subsequent to the mechanics' lien of the RANCHO, whether as lien claimants, judgment creditors, purchasers, encumbrancers, or otherwise, be barred and foreclosed from all rights, claims, interests, or equity of redemption in the PROPERTY and every part of the PROPERTY when time for redemption has passed.

5. Adjudging that if there is a deficiency of proceeds to satisfy the amounts due to RANCHO, judgment for the deficiency be entered against defendants, and each of them, following proceedings prescribed by law.

6. Permitting RANCHO to become a purchaser at the foreclosure sale.

ON THE THIRD CAUSE OF ACTION:

7. For the sum of \$42,207.17, with interest thereon at the legal rate according to proof at trial;

8. For costs of suit herein incurred including reasonable attorneys fees;

and

ON ALL CAUSES OF ACTION:

9. For such other and further relief as the court may deem proper.

DATED: December 18, 2000

WARD & WARD

By: 

William J. Ward
Attorneys for Plaintiff